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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA, TUCSON DIVISION

In re:

JOSEPH E LUPO AND LADESKA ANN
LUPO,

Debtors.

No. 4-10-bk-17627-EWH

(Chapter 13)

OBJECTION TO CONFIRMATION OF
DEBTORS' PROPOSED CHAPTER 13
PLAN

Pima Federal Credit Union, by and through its attorneys undersigned, hereby files its
Objection to Confirmation of Debtors' Proposed Chapter 13 Plan of Reorganization (the
"Objection"), based upon the following:

1. Pima Federal Credit Union holds an interest in the following the Vehicle described
below;

2. The 2002 GMC SIERRA 1500 EXTENDED CAB DENALI 4D, VIN
2GTFK69U321295826, and all accessories thereto in possession of Debtors, under a contract
dated May 26, 2007 (the "Contract"), a copy of which is attached hereto as Exhibit "A" and is
incorporated herein by this reference. Evidence of Pima Federal Credit Union's interest in the
Vehicle is attached hereto as Exhibit "B" and is incorporated herein by this reference.

1 3. The net payoff due on the Debtors' account, as of the petition date, was
2 \$17,503.81, together with interest accruing thereon at the contract rate of 8.5%. Debtors' Chapter
3 13 Plan proposes to pay the secured claim of Pima Federal Credit Union a secured value of
4 \$12,500.00 together with interest accruing thereon at 6.0%. While the interest rate may be
5 acceptable the value is too low and unacceptable to Movant. Also, Debtors' plan does not
6 propose an adequate protection payment and therefore fails to meet the requirement of
7 §1326(a)(1)(C) of the Bankruptcy Code, and Local Rule 2084-6, requiring adequate protection
8 payments of 1% of value from month one of the Plan to be paid to Pima Federal Credit Union
9 directly. The Kelley Blue Book Karpower value for this Vehicle is \$16,360.00, See Code
10 §506(a)(2).

11 4. Pursuant to 11 U.S.C. §506(a)(2), a creditor has an allowed secured claim in the
12 amount equal to the value of the collateral. Based upon the market Kelley Blue Book Karpower
13 for Arizona, and §506(a)(2), the market value for this particular vehicle is \$16,360 in good
14 condition. See the attached Kelley Blue Book Breakdown, (Exhibit C). Pima Federal Credit
15 Union alleges that the value of the collateral is \$16,360 and therefore objects to confirmation of
16 Debtors Chapter 13 Plan based upon Debtors proposal to pay only \$12,500.00 as a secured claim.
17 *See In re Rash*, 520 U.S. 953, 117 S.Ct. 1879, 138 L.Ed.2d 148 (1997) (value of collateral and
18 thus amount of the secured claim, is price willing buyer would pay to obtain like property from
19 willing seller). See also Code §506(a)(2). Monthly adequate protection should be set at 1% of
20 this value, which is \$164.00 per month.

21 5. Pima Federal Credit Union does not object to the interest rate stated in the Plan.
22 Pima Federal Credit Union is entitled to market interest, so the interest for Pima Federal Credit
23 Union's secured claim in this case should be at least 6.0% per annum.



PIMA FEDERAL CREDIT UNION
P.O. Box 50267
Tucson, AZ 85703
(520) 887-5010

LOANLINER

LOAN AND SECURITY AGREEMENT AND DISCLOSURE STATEMENT

LOAN DATE: 05/26/07 LOAN NUMBER: [REDACTED] ACCOUNT NUMBER: 5747-4 GROUP POLICY NUMBER: [REDACTED] MATURITY DATE: 06/10/2013

BORROWER 1	BORROWER 2
NAME AND ADDRESS JOSEPH E. LUPO 4537 S. FENWICK DR TUCSON AZ 85730	NAME (AND ADDRESS IF DIFFERENT FROM BORROWER 1) LADESKA LUPO 4537 S. FENWICK DR TUCSON AZ 85730

TRUTH IN LENDING DISCLOSURE 'e' means an estimate

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate. 8.500 %	The dollar amount the credit will cost you. \$7130.89	The amount of credit provided to you or on your behalf. \$25033.92	The amount you will have paid after you have made all payments as scheduled. \$32164.81	The total cost of your purchase on credit is \$N/A which includes your downpayment of \$N/A

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
71	\$ 446.78	MONTHLY BEGINNING 07/10/2007
1	\$ 443.43	06/10/2013

Prepayment: If you pay off early you will not have to pay a penalty.

Required Deposit: The Annual Percentage Rate does not take into account your required deposit, if any.

☒ **Assumption:** Someone buying your mobile home cannot assume the remainder of the loan on the original terms.

Demand: ☒ This obligation has a demand feature. ☐ All disclosures are based on an assumed maturity of one year.

Filing Fees	Non-Filing Insurance
\$N/A	\$N/A

Security: Collateral securing other loans with the credit union may also secure this loan. You are giving a security interest in your shares and dividends and, if any, your deposits and interest in the credit union; and the property described below:

Collateral	Property/Model/Make	Year	I.D. Number	Type	Value	Key Number
GMC SIERRA	DENALI	2002	2GTFK69U321295826	12PU 4DR	\$ \$ \$	

Other (Describe)

Pledge of Shares \$ in Account No. \$ in Account No.

See your contract documents for any additional information about nonpayment, default, and any required repayment in full before the scheduled date.

SIGNATURES

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE AGREEMENT BEFORE YOU SIGN IT. By signing as Borrower, you agree to the terms of the Loan Agreement. If property is described in the "Security" section of the Truth in Lending Disclosure, you also agree to the terms of the Security Agreement. If you sign as "Owner of Property" you agree only to the terms of the Security Agreement.

☒ [Signature] (SEAL) 5/26/07
BORROWER 1 DATE
☒ [Signature] (SEAL)
☐ OTHER BORROWER ☐ OWNER OF PROPERTY ☐ WITNESS DATE

☒ [Signature] (SEAL) 5/26/07
BORROWER 2 DATE
☒ [Signature] (SEAL)
☐ OTHER BORROWER ☐ OWNER OF PROPERTY ☐ WITNESS DATE

EXHIBIT A

ITEMIZATION OF THE AMOUNT FINANCED

Itemization of Amount Financed of	Amount Given to You Directly	Amount Paid on Your Account	Prepaid Finance Charge
\$25033.92	\$	\$23835.39	\$0.00
Amounts Paid to Others on Your Behalf: (If an amount is marked with an asterisk (*) we will be retaining a portion of the amount.)			
\$ 898.53 To CARD SERVICES	\$	To	
\$ To	\$	To	
\$ To	\$	To	
\$ To	\$	To	
\$ To	\$	To	
*\$ M/A To MECHANICAL BREAKDOWN COVERAGE	*\$	300.00 To GAP COVERAGE	
	*\$	M/A To SINGLE PREM LIFE/DISABILITY	

LOAN AGREEMENT

In this Loan Agreement ("Agreement") all references to "Credit Union," "we," "our," or "us," mean the Credit Union whose name appears above and anyone to whom the Credit Union assigns or transfers this Agreement. All references to "you," or "your" mean each person who signs this Agreement as a borrower.

1. PROMISE TO PAY -

You promise to pay \$ 25033.92 to the Credit Union plus interest on the unpaid balance until what you owe has been repaid. For fixed rate loans the interest rate is 8.500 % per year.

Collection Costs:

You agree to pay all costs of collecting the amount you owe under this Agreement, including court costs and reasonable attorney fees.

2. PAYMENTS - You promise to make payments of the amount and at the time shown in the Truth in Lending Disclosure. You may prepay any amount without penalty. If you prepay any part of what you owe, you are still required to make the regularly scheduled payments, unless we have agreed to a change in the payment schedule. Because this is a simple interest loan, if you do not make payments exactly as scheduled, your final payment may be more or less than the amount of the final payment that is disclosed. If you elect credit insurance, we will either include the premium in your payments or extend the term of your loan. If the term is extended, you will be required to make additional payments of the scheduled amount, until what you owe has been paid. You promise to make all payments to the place we choose. If this loan refinances another loan we have with you, the other loan will be canceled and refinanced as of the date of this loan.

3. LOAN PROCEEDS BY MAIL - If the proceeds of this loan are mailed to you, interest on this loan begins on the date the loan proceeds are mailed to you.

4. SECURITY FOR LOAN - This Agreement is secured by all property described in the "Security" section of the Truth in Lending Disclosure. Property securing other loans you have with us also secures this loan, unless the property is a dwelling. A dwelling secures this loan only if it is described in the "Security" section of the Truth in Lending Disclosure for this loan. **If Credit Union has a federal charter:** Statutory Lien - If you are in default on a financial obligation to us, federal law gives us the right to apply the balance of shares and dividends in all individual and joint accounts you have with us to satisfy that obligation. After you are in default, we may exercise this right without further notice to you. (We have a federal charter if our name includes the term "Federal Credit Union.") **If Credit Union has a state charter, except in Ohio and Rhode Island:** We have a statutory lien on the shares and dividends and, if any, the deposits and interest in all individual and joint accounts you have with us and may exercise our rights under the lien to the extent permitted by state law. (We have a state charter if our name does not include the term "Federal Credit Union.")

For all borrowers: You pledge as security for this loan all shares and dividends and, if any, all deposits and interest in all joint and individual accounts you have with the credit union now and in the future. The statutory lien and/or your pledge will allow us to apply the funds in your account(s) to what you owe when you are in default. The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security.

5. DEFAULT - You will be in default under this Agreement if you do not make a payment of the amount required on or

before the date it is due. You will be in default if you breach any promise you made in connection with this loan or anyone is in default under any security agreement made in connection with this Agreement. You will be in default if you die, file for bankruptcy, become insolvent (that is, unable to pay your bills and loans as they become due), or if you make any false or misleading statements in your loan application. You will also be in default if something happens that we believe may seriously affect your ability to repay what you owe under this Agreement or if you are in default under another loan agreement you have with us.

6. ACTIONS AFTER DEFAULT - When you are in default, we may demand immediate payment of the entire unpaid balance under this Agreement. You waive any right you have to receive demand for payment, notice of intent to demand immediate payment and notice of demand for immediate payment. If we demand immediate payment, you will continue to pay interest at the rate provided for in the Agreement, until what you owe has been repaid. We will also apply against what you owe any shares and/or deposits given as security under this Agreement. We may also exercise any other rights given by law when you are in default.

7. EACH PERSON RESPONSIBLE - Each person who signs this Agreement will be individually and jointly responsible for paying the entire amount owed under this Agreement. This means we can enforce our rights against any one of you individually or against all of you together.

8. LATE CHARGE - If you are late in making a payment, you promise to pay the late charge shown in the Truth in Lending Disclosure. If no late charge is shown, you will not be charged one.

9. DELAY IN ENFORCING RIGHTS - We can delay enforcing any of our rights under this Agreement any number of times without losing the ability to exercise our rights later. We can enforce this Agreement against your heirs or legal representatives.

10. CONTINUED EFFECTIVENESS - If any part of the Agreement is determined by a court to be unenforceable, the rest will remain in effect.

11. NOTICES - Notices will be sent to you at the most recent address you have given us in writing. Notice to any one of you will be notice to all.

12. OTHER PROVISIONS -

SECURITY AGREEMENT

In this Agreement all references to "credit union," "we," "our" or "us" mean the credit union whose name appears on this document and anyone to whom the credit union assigns or transfers this Agreement. All references to the "Loan" mean the loan described in the Loan Agreement that is part of this document. All references to "you," or "your" mean any person who signs this Agreement.

1. THE SECURITY FOR THE LOAN - You give us what is known as a security interest in the property described in the "Security" section of the Truth in Lending Disclosure that is part of this document ("the Property"). The security interest you give includes all accessions. Accessions are things which are attached to or installed in the Property now or in the future. The security interest also includes any replacements for the Property which you buy within 10 days of the Loan and any extensions, renewals or refinancings of the Loan. It also includes any money you receive from selling the Property or from insurance you have on the Property. If the value of the Property declines, you promise to give us more property as security if asked to do so.

2. WHAT THE SECURITY INTEREST COVERS - The Property secures the Loan and any extensions, renewals or refinancings of the Loan. If the Property is not a dwelling, it also secures any other loans, including any credit card loan, you have now or receive in the future from us and any other amounts you owe us for any reason now or in the future, except any loan secured by your principal residence. If the Property is household goods as defined by the Federal Trade Commission Credit Practices Rule or your principal residence, the Property will secure only this Loan and not other loans or amounts you owe us.

3. OWNERSHIP OF THE PROPERTY - You promise that you own the Property or, if this Loan is to buy the Property, you promise you will use the Loan proceeds for that purpose. You promise that no one else has any interest in or claim against the Property that you have not already told us about. You promise not to sell or lease the Property or to use it as security for a loan with another creditor until the Loan is repaid. You promise you will allow no other security interest or lien to attach to the Property either by your actions or by operation of law.

4. PROTECTING THE SECURITY INTEREST - If your state issues a title for the Property, you promise to have our security interest shown on the title. We may have to file what is called a financing statement to protect our security interest from the claims of others. If asked to do so, you promise to sign a financing statement. You promise to do whatever else we think is necessary to protect our security interest in the Property. You also promise to pay all costs, including but not limited to any attorney fees, we incur in protecting our security interest and rights in the Property, to the extent permitted by applicable law.

5. USE OF PROPERTY - Until the Loan has been paid off, you promise you will: (1) Use the Property carefully and keep it in good repair. (2) Obtain our written permission before making major changes to the Property or changing the address where the Property is kept. (3) Inform us in writing before changing your address. (4) Allow us to inspect the Property. (5) Promptly notify us if the Property is damaged, stolen or abused. (6) Not use the Property for any unlawful purpose.

6. PROPERTY INSURANCE, TAXES AND FEES - You promise to pay all taxes and fees (like registration fees) due on the Property and to keep the Property insured against loss and damage. The amount and coverage of the property insurance must be acceptable to us. You may provide the property insurance through a policy you already have, or through a policy you get and pay for. You promise to make the insurance policy payable to us and to deliver the policy or proof of coverage to us if asked to do so. If you cancel your insurance and get a refund, we have a right to the refund. If the Property is lost or damaged, we can use the insurance settlement to repair the Property or apply it towards what you owe. You authorize us to endorse any draft or check which may be payable to you in order for us to collect any refund or benefits due under your insurance policy.

If you do not pay the taxes or fees on the Property when due or keep it insured, we may pay these obligations, but we are not required to do so. Any money we spend for taxes, fees or insurance will be added to the unpaid balance of the Loan and you will pay interest on those amounts at the same rate you agreed to pay on the Loan. We may receive payments in connection with the insurance from a company which provides the insurance. We may monitor our loans for the purpose of determining whether you and other borrowers have complied with the insurance requirements of our loan agreements or may engage others to do so. The insurance charge added to the Loan may include (1) the insurance company's payments to us and (2) the cost of determining compliance with

the insurance requirements. If we add amounts for taxes, fees, insurance to the unpaid balance of the Loan, we may increase your payments to pay the amount added within the term of the insurance or term of the Loan.

7. INSURANCE NOTICE - If you do not purchase the required property insurance, the insurance we may purchase and charge you for will cover only our interest in the Property. The insurance will not be liability insurance and will not satisfy any state financial responsibility or no fault laws.

8. DEFAULT - You will be in default if you break any promise you make or fail to perform any obligation you have under this Agreement. You will also be in default under this Agreement if the Loan is in default.

9. WHAT HAPPENS IF YOU ARE IN DEFAULT - When you are in default, we may demand immediate payment of the outstanding balance of the Loan without giving you advance notice and take possession of the Property. You agree the Credit Union has the right to take possession of the Property without judicial process if this can be done without breach of the peace. If we ask, you promise to deliver the Property at a time and place we choose. We will not be responsible for any other property not covered by this Agreement that you leave inside the Property or that is attached to the Property. We will try to return that property to you or make it available to you to claim.

After we have possession of the Property, we can sell it and apply the money to any amounts you owe us. We will give you notice of any public sale or the date after which a private sale will be held. Our expenses for taking possession of and selling the Property will be deducted from the money received from the sale. Those costs may include the cost of storing the Property, preparing it for sale and attorney's fees to the extent permitted under state law awarded under the Bankruptcy Code. The rest of the sale money will be applied to what you owe under the Loan.

If you have agreed to pay the Loan, you will also have to pay an amount that remains unpaid after the sale money has been applied to the unpaid balance of the Loan and to what you owe under this Agreement. You agree to pay interest on that amount at the same rate as the Loan until that amount has been paid.

10. DELAY IN ENFORCING RIGHTS AND CHANGES IN THE LOAN - We can delay enforcing any of our rights under this Agreement a number of times without losing the ability to exercise our rights later. We can enforce this Agreement against your heirs or legal representatives. If we change the terms of the Loan, you agree that this Agreement will remain in effect.

11. CONTINUED EFFECTIVENESS - If any part of this Agreement is determined by a court to be unenforceable, the rest will remain in effect.

12. NORTH DAKOTA NOTICE TO BORROWERS PURCHASING MOTOR VEHICLE - THE MOTOR VEHICLE IN THIS TRANSACTION MAY BE SUBJECT TO REPOSSESSION. IF IT IS NOT REPOSSESSED AND SOLD TO SOMEONE ELSE, AND ANY AMOUNTS DUE TO THE SECURED PARTY ARE NOT RECEIVED AT THAT SALE, YOU MAY HAVE TO PAY THE DIFFERENCE.

13. NOTICE FOR ARIZONA OWNERS OF PROPERTY - It is unlawful for you to fail to return a motor vehicle that is subject to a security interest, within thirty days after you have received notice of default. The notice will be mailed to the address you gave us. It is your responsibility to notify us if your address changes. The maximum penalty for unlawful failure to return a motor vehicle is one year prison and/or a fine of \$150,000.00.

☐ The following notice applies ONLY when the box at left is marked

14. NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

15. OTHER PROVISIONS -

BORROWER 1 NAME AND ADDRESS

JOSEPH E. LUPO
4537 S. FENWICK DR
TUCSON AZ 85730

BORROWER 2 NAME (AND ADDRESS IF DIFFERENT FROM BORROWER 1)

LADESKA LUPO
4537 S. FENWICK DR
TUCSON AZ 85730

Collateral	Property/Model/Make	Year	I.D. Number	Lien Amount	Value	Key Number
GMC SIERRA	DENALI	2002	2GTFK69U321295826	\$	\$	
				\$	\$	
				\$	\$	

Other (Describe) _____
Pledge of Shares \$ _____ in Account No. _____ \$ _____ In Account No. _____

SECURITY AGREEMENT

In this Agreement all references to "credit union," "we," "our" or "us" mean the credit union whose name appears on this document and anyone to whom the credit union assigns or transfers this Agreement. All references to the "Loan" mean the loan with the loan number specified above. All references to "you," or "your" mean any person who signs this Agreement.

1. THE SECURITY FOR THE LOAN - You give us what is known as a security interest in the property described in the "Security" section above ("the Property"). The security interest you give includes all accessions. Accessions are things which are attached to or installed in the Property now or in the future. The security interest also includes any replacements for the Property which you buy within 10 days of the Loan and any extensions, renewals or refinancings of the Loan. It also includes any money you receive from selling the Property or from insurance you have on the Property. If the value of the Property declines, you promise to give us more property as security if asked to do so.

2. WHAT THE SECURITY INTEREST COVERS - The Property secures the Loan and any extensions, renewals or refinancings of the Loan. If the Property is not a dwelling, it also secures any other loans, including any credit card loan, you have now or receive in the future from us and any other amounts you owe us for any reason now or in the future, except any loan secured by your principal residence. If the Property is household goods as defined by the Federal Trade Commission Credit Practices Rule or your principal residence, the Property will secure only this Loan and not other loans or amounts you owe us.

3. OWNERSHIP OF THE PROPERTY - You promise that you own the Property or, if this Loan is to buy the Property, you promise you will use the Loan proceeds for that purpose. You promise that no one else has any interest in or claim against the Property that you have not already told us about. You promise not to sell or lease the Property or to use it as security for a loan with another creditor until the Loan is repaid. You promise you will allow no other security interest or lien to attach to the Property either by your actions or by operation of law.

4. PROTECTING THE SECURITY INTEREST - If your state issues a title for the Property, you promise to have our security interest shown on the title. We may have to file what is called a financing statement to protect our security interest from the claims of others. If asked to do so, you promise to sign a financing statement. You promise to do whatever else we think is necessary to protect our security interest in the Property. You also promise to pay all costs, including but not limited to any attorney fees, we incur in protecting our security interest and rights in the Property, to the extent permitted by applicable law.

5. USE OF PROPERTY - Until the Loan has been paid off, you promise you will: (1) Use the Property carefully and keep it in good repair. (2) Obtain our written permission before making major changes to the Property or changing the address where the Property is kept. (3) Inform us in writing before changing your address. (4) Allow us to inspect the Property. (5) Promptly notify us if the Property is damaged, stolen or abused. (6) Not use the Property for any unlawful purpose.

6. PROPERTY INSURANCE, TAXES AND FEES - You promise to pay all taxes and fees (like registration fees) due on the Property and to keep the Property insured against loss and damage. The amount and coverage of the property insurance must be acceptable to us. You may provide the property insurance through a policy you already have, or through a policy you get and pay for. You promise to make the insurance policy payable to us and to deliver the policy or proof of coverage to us if asked to do so. If you cancel your insurance and get a refund, we have a right to the refund. If the Property is lost or damaged, we can use the insurance settlement to repair the Property or apply it towards what you owe. You authorize us to endorse any draft or check which may be payable to you in order for us to collect any refund or benefits due under your insurance policy.

If you do not pay the taxes or fees on the Property when due or keep it insured, we may pay these obligations, but we are not required to do so. Any money we spend for taxes, fees or insurance will be added to the unpaid balance of the Loan and you will pay interest on those amounts at the same rate you agreed to pay on the Loan. We may receive payments in connection with the insurance from a company which provides the insurance. We may monitor our loans for the purpose of determining whether you and other borrowers have complied with the insurance requirements of our loan agreements or may engage others to do so. The insurance charge added to the Loan may include (1) the insurance company's payments to us and (2) the cost of determining compliance with the insurance requirements. If we add amounts for taxes, fees or insurance to the unpaid balance of the Loan, we may increase your payments to pay the amount added within the term of the insurance or term of the Loan.

7. INSURANCE NOTICE - If you do not purchase the required proper insurance, the insurance we may purchase and charge you for will cover only our interest in the Property. The insurance will not be liability insurance and will not satisfy any state financial responsibility or no fault laws.

8. DEFAULT - You will be in default if you break any promise you make, fail to perform any obligation you have under this Agreement. You will also be in default under this Agreement if the Loan is in default.

9. WHAT HAPPENS IF YOU ARE IN DEFAULT - When you are in default we may demand immediate payment of the outstanding balance of the Loan without giving you advance notice and take possession of the Property. You agree the Credit Union has the right to take possession of the Property without judicial process if this can be done without breach of the peace. We ask, you promise to deliver the Property at a time and place we choose. We will not be responsible for any other property not covered by this Agreement that you leave inside the Property or that is attached to the Property. We will try to return that property to you or make it available to you to claim.

After we have possession of the Property, we can sell it and apply the money to any amounts you owe us. We will give you notice of any public sale or the date after which a private sale will be held. Our expenses for taking possession of and selling the Property will be deducted from the money received from the sale. Those costs may include the cost of storing the Property, preparing it for sale and attorney's fees to the extent permitted under state law or awarded under the Bankruptcy Code. The rest of the sale money will be applied to what you owe under the Loan.

If you have agreed to pay the Loan, you will also have to pay any amount that remains unpaid after the sale money has been applied to the unpaid balance of the Loan and to what you owe under this Agreement. You agree to pay interest on that amount at the same rate as the Loan until the amount has been paid.

10. DELAY IN ENFORCING RIGHTS AND CHANGES IN THE LOAN - We can delay enforcing any of our rights under this Agreement any number of times without losing the ability to exercise our rights later. We can enforce this Agreement against your heirs or legal representatives. If we change the terms of the Loan, you agree that this Agreement will remain in effect.

11. CONTINUED EFFECTIVENESS - If any part of this Agreement is determined by a court to be unenforceable, the rest will remain in effect.

12. NOTICE TO NORTH DAKOTA BORROWERS PURCHASING A MOTOR VEHICLE - THE MOTOR VEHICLE IN THIS TRANSACTION MAY BE SUBJECT TO REPOSSESSION, IF IT IS REPOSSESSED AND SOLD TO SOMEONE ELSE, AND ALL AMOUNTS DUE TO THE SECURED PARTY ARE NOT RECEIVED IN THAT SALE, YOU MAY HAVE TO PAY THE DIFFERENCE.

13. NOTICE FOR ARIZONA OWNERS OF PROPERTY - It is unlawful for you to fail to return a motor vehicle that is subject to a security interest, within thirty days after you have received notice of default. The notice will be mailed to the address you gave us. It is your responsibility to notify us your address changes. The maximum penalty for unlawful failure to return motor vehicle is one year in prison and/or a fine of \$150,000.00.

☐ The following notice applies ONLY when the box at left is marked.

14. NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS THEREOF, RECOVERED HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID TO THE DEBTOR HEREUNDER.

15. OTHER PROVISIONS -

SIGNATURES

By signing below, you agree to the terms of this Security Agreement.

☒ (SEAL) [Signature] DATE _____
OWNER OF PROPERTY

☒ (SEAL) [Signature] DATE _____
OWNER OF PROPERTY

☐ OWNER OF PROPERTY ☐ WITNESS
DATE _____

☒ (SEAL) [Signature] DATE _____
OWNER OF PROPERTY

☒ (SEAL) [Signature] DATE _____
OWNER OF PROPERTY

☐ OWNER OF PROPERTY ☐ WITNESS
DATE _____

ARIZONA CERTIFICATE OF TITLE



**Motor
Vehicle
Division**

AB-7200-R09/03

Inventory Control

4527362

Vehicle Identification Number

2GTFK69U321295826

Year

2002

Make

GMC

Model

DNL

Body Style

12PU

First Registered

04/2002

List Price

043385

Mobile Home Manufacturer

Unit Number

PIMA FCU

PO BOX 50267

TUCSON AZ 85703

Title Number

AZ80006006090

Issue Date

01062006

Film Number

G006AZ8038

Odometer Reading (in miles)

0041674 A

Previous Title Number

A88721E074001 AZ

Issue Date

03152002

Previous Film Number

C07408L201

A - Actual Mileage
B - Mileage in excess of the odometer mechanical limits
C - NOT Actual Mileage - WARNING ODOMETER DISCREPANCY

Arizona Brands

Previous Brand

State Previous Brand

State Previous Brand

State Other States With Brands

Owners/Lessee

JOSEPH E LUPO

4537 S FENWICK DR

TUCSON

AZ 85730

OR

LADESKA A LUPO

Lienholders

FIRST LIEN-

PIMA FCU

LIEN DATE: 12032005

PO BOX 50267

TUCSON

AZ 85703

LIEN RELEASE

Lienholder Name	Acknowledged before me this date	Notary Public Signature
Lien Amount	Date	County
Lien Date	Lienholder Signature	State
		Commission Expires

VOID WITHOUT EAGLE

EXHIBIT B

ALTERED OR ERASED

License Plate # N/A

Stock #N/A
Jun 10, 2010

Wholesale Lending/Retail Breakdown

Kelley Blue Book

Effective dates: 6/4/2010-6/10/2010

2002 GMC Sierra 1500 Extended Cab Denali 4D..... \$11,050/\$14,900

VIN: 2GTFK69U321295826

V8, 6.0 Liter.....	Included
Automatic.....	Included
AWD.....	Included

*** Equipment ***

Quadrasteer.....	0/0	Premium Sound.....	150/200
Air Conditioning.....	0/0	OnStar.....	0/0
Power Steering.....	0/0	Dual Air Bags.....	0/0
Power Windows.....	0/0	ABS (4-Wheel).....	0/0
Power Door Locks.....	0/0	Leather.....	Included
Tilt Wheel.....	0/0	Dual Power Seats.....	0/0
Cruise Control.....	0/0	Running Boards.....	200/265
AM/FM Stereo.....	0/0	Towing Pkg.....	200/265
Cassette.....	0/0	Premium Wheels.....	275/365
CD (Multi Disc).....	275/365		

Fuel City/Hwy 11/14 MPG

Total Value without mileage..... \$12,150/\$16,360

Mileage Adjustment(104000) miles..... 0

***Total Wholesale Lending/Retail Value..... \$12,150/\$16,360

Pima FCU

6/4/2010-6/10/2010 Kelley Blue Book® KARPOWER Online's(SM) values for Arizona.

Values are subjective opinions. Kelley Blue Book assumes no liability for errors or omissions as to values, manufacturer or dealer information.

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EXHIBIT C

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COPY of the foregoing mailed this
25 day of June, 2010, to

Joseph E Lupo
Ladeska Ann Lupo
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Tucson, AZ 85730
Debtors

Kathryn L. Johnson
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Chapter 13 Trustee

